

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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HECKLER ELECTRIC COMPANY, INC.

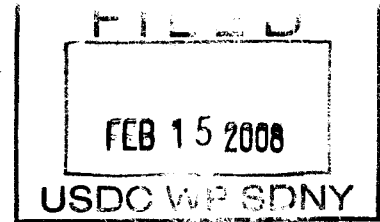
Plaintiff,

-against-

SELECT CONTRACTING, INC.,

Defendant.  
-----X

Case No.



**COMPLAINT**

**08 CIV. 1594**  
**JUDGE McMahon**

Plaintiff, Heckler Electric Company, Inc. ("Heckler Electric"), by and through its attorneys, Welby, Brady & Greenblatt, LLP, as and for its complaint herein against defendant, Select Contracting, Inc. ("Select Contracting") respectfully alleges as follows:

**NATURE OF ACTION**

1. In this action, plaintiff Heckler Electric, seeks to recover monetary damages of \$122,718.47 against the defendant Select Contracting arising out of the defendant's failure to pay for telephone and electrical services that Heckler Electric, furnished, installed and provided to Select Contracting for various art, design, print and antique fairs and exhibitions in New York, New York.

**JURISDICTION AND VENUE**

4. Heckler Electric is a corporation incorporated under the laws of the State of New York, having its principal place of business at 10-29 44<sup>th</sup> Road, Long Island City, New York 11101. Select Contracting is a New Jersey corporation, having its principal place of business at 420 Veterans Highway, Carlstadt, New Jersey 07072.

5. Pursuant to 28 U.S.C. §1332, this court has diversity jurisdiction over the action against Select Contracting. The matter in controversy exceeds, exclusive of interests and costs, the sum of Seventy-Five Thousand (\$75,000.00) Dollars.

6. Pursuant to 28 U.S.C. §1391(a)(2), venue lies in the Southern District of New York because all or a substantial part of the events giving rise to Heckler Electric's claims occurred in this District.

### **PARTIES**

7. At all times hereinafter mentioned, Heckler Electric, was and is a domestic corporation duly organized and existing under and by virtue of the laws of the State of New York with its principal place of business located at 10-29 44<sup>th</sup> Road, Long Island City, New York 11101.

8. Upon information and belief, defendant Select Contracting, was and is a foreign corporation duly organized under and existing by virtue of the laws of the State of New Jersey with its principal place of business located at 420 Veterans Highway, Carlstadt, New Jersey 07072.

### **FACTS COMMON TO ALL CAUSES OF ACTION**

9. This action arises out of the defendant, Select Contracting's, failure to pay for temporary electrical and telephone services provided by Heckler Electric in connection with various fairs, shows and exhibitions, including:

| <b><u>Exhibition</u></b>                 | <b><u>Year</u></b> |
|--|--------------------|
| International Art & Design Show          | 2004               |
| International Art & Antique Dealers Show | 2004               |
| Print Fair                               | 2005               |
| Modernism                                | 2005               |
| Art of the 20 <sup>th</sup> Century      | 2005               |

|  |      |
|--|------|
| International Asian Art Fair             | 2005 |
| International Fine Art Fair              | 2005 |
| International Art & Antique Dealers Show | 2005 |
| International Art & Design               | 2005 |
| The Art Show                             | 2006 |
| Work on Paper Show                       | 2006 |
| NY Armory Antiques Show                  | 2006 |
| NY Antiquarian Book Fair                 | 2006 |
| NY International Art & Antiques Show     | 2006 |
| International Fine Art Fair              | 2006 |
| International Art & Antique Dealers Show | 2006 |
| International Art & Design               | 2006 |
| International Asian Art Fair             | 2006 |
| International Fine Art Fair              | 2007 |
| International Asian Art Fair             | 2007 |
| International Art & Antique Dealers Show | 2007 |
| International Art & Design Fair          | 2007 |
| The Art Show                             | 2007 |
| The NY Design Fair                       | 2007 |
| Print Fair                               | 2007 |
| Art of the 20 <sup>th</sup> Century      | 2007 |
| Modernism                                | 2007 |
| Antiques & Fine Art                      | 2007 |
| Winter Antiques Show                     | 2007 |
| NY Antiquarian Book Fair                 | 2007 |
| NY International Art & Antiques Show     | 2007 |

(The above shows shall hereinafter be referred to collectively as the "Exhibitions").

10. Upon information and belief, Select Contracting entered into agreements with Houghton International Fairs and/or others (the "Producer(s)") to perform temporary construction work and/or services necessary for the Exhibitions, including electrical and telephone services.

11. Upon information and belief, various persons and/or companies, as exhibitors (the "Exhibitors"), entered into contracts with Select Contracting, for Select Contracting to perform certain construction work and/or services to assemble the various booths and displays and provide electrical and telephone services for each of the Exhibitors.

12. Select Contracting, in turn, entered into contracts with the plaintiff Heckler Electric, in 2004 through 2007, pursuant to which Heckler Electric was to furnish and install certain temporary electrical and telephone services to and for the Producer(s) and Exhibitors, at each Exhibition (the "Contracts").

### **COUNT I**

13. Plaintiff repeats, reiterates, and realleges each and every allegation contained in paragraphs "1" through "2" of the Complaint with the same force and effect as if more fully set forth at length herein.

14. Heckler Electric duly performed all of the obligations that were incumbent upon it to be performed under the terms and conditions of its contracts with Select Contracting.

15. Heckler Electric fully performed its work and services under each of the Contracts and invoiced Select Contracting, but has only received, for the work performed and the electrical and telephone services provided, partial payment for such work and services. Select Contracting has failed and refused to pay outstanding amounts due under the Contracts which total the sum of One Hundred Twenty-Two Thousand Seven Hundred Eighteen and 47/100 (\$122,718.47) Dollars. Accordingly, there is currently due and owing from Select Contracting to Heckler Electric the principal sum of \$122,718.47, which remains unpaid despite due demand therefor.

16. Select Contracting breached the Contracts by, *inter alia*, failing, neglecting, and refusing to pay Heckler Electric the outstanding amounts due under each Contract and associated invoices which total the sum of \$122,718.47, all of which is properly due and owing to Heckler Electric.

17. As a result of Select Contracting's breach of the Contracts, Heckler Electric has suffered and will continue to suffer damages, which damages are yet to be determined, but are reasonably estimated to exceed \$122,718.47.

18. By reason of the foregoing, Heckler Electric has been damaged and demands judgment against Select Contracting in an amount to be determined at the trial of this action, but not less than \$122,718.47, together with interest thereon accruing from the date of each and every unpaid invoice to Select Contracting.

### **COUNT II**

19. Plaintiff repeats, reiterates, and realleges each and every allegation contained in paragraphs "1" through "18" of the Complaint with the same force and effect as if more fully set forth at length herein.

20. Between September 2004, and November 2007, Heckler Electric, at the special instance and request of Select Contracting, performed, provided, and furnished certain, labor, materials, equipment, and services relating to installation of temporary electrical and telephone services, at each of the Exhibitions.

21. Heckler Electric fully performed all of the work and services and furnished all of the labor, material, and equipment requested by Select Contracting, which has been retained without objection or notice of any defects.

22. The fair and reasonable value of the work and services performed and provided by Heckler Electric for Select Contracting at its specific instance and request, which has not been paid for despite due demand therefore, is \$122,718.47.

23. If it is determined that for any reason the Contracts between Select Contracting and Heckler Electric do not govern performance, then Heckler Electric is entitled to be

compensated in quantum meruit for the value of the work it performed, which said unpaid amount is not less than \$122,718.47.

24. By reason of the foregoing, Heckler Electric has been damaged and demands judgment against Select Contracting in an amount to be determined at the trial of this action, but in no event less than \$122,718.47, together with interest thereon accruing from the date of each unpaid invoice.

### **COUNT III**

25. Plaintiff repeats, reiterates, and realleges each and every allegation contained in paragraphs "1" through "24" of the Complaint with the same force and effect as if more fully set forth at length herein.

26. Heckler Electric delivered to Select Contracting various invoices and statements which detailed the total due and owing to Heckler Electric for the work and services it provided at the request of Select Contracting.

27. Defendant Select Contracting accepted said invoices and/or statements without objection.

28. Select Contracting has failed and refused to pay these invoices and/or statements in full, leaving an outstanding balance due Heckler Electric in the amount of \$122,718.47.

29. These invoices and/or statements became an account stated between Heckler Electric and Select Contracting in a total amount, \$122,718.47 of which, Select Contracting has failed to pay to Heckler Electric.

30. By reason of the foregoing, Heckler Electric has been damaged and demands judgment against Select Contracting in the amount of \$122,718.47, together with interest thereon.

**WHEREFORE**, plaintiff Heckler Electric Company, Inc., demands judgment as follows:

A. On Count I, judgment against defendant Select Contracting, Inc., and in favor of plaintiff Heckler Electric Company, Inc., in an amount to be determined at the trial of this action, but in no event less than \$122,718.47, together with interest on the unpaid amount from the date of each outstanding invoices.

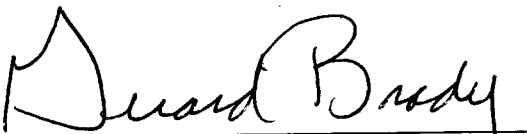
B. On Count II, judgment against defendant Select Contracting, Inc., and in favor of plaintiff Heckler Electric Company, Inc., in an amount to be determined at the trial of this action, but in no event less than \$122,718.47, together with interest on the unpaid amount from the date of each outstanding invoice.

C. On the Third Cause of Action, judgment against defendant Select Contracting, Inc., and in favor of plaintiff Heckler Electric, Inc., in an amount to be determined at the trial of this action, but in no event less than \$122,718.47, together with interest on the unpaid amount from the date of each outstanding invoice.

D. For such other and further relief as to this Court seems just and proper, together with attorney's fees, interest and the costs and disbursements of this action.

Dated: White Plains, New York  
February 14, 2008

WELBY, BRADY & GREENBLATT, LLP

By:   
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